



THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Roger et al.  
Serial No. : 09/657,379  
Filed : September 8, 2000  
Title : METHOD FOR SOFT TISSUE RECONSTRUCTION

Art Unit : 3738  
Examiner : Willse, D.

Commissioner for Patents  
Washington, D.C. 20231

**RECEIVED**  
**APR 16 2004**  
TECHNOLOGY CENTER 3700

TERMINAL DISCLAIMER UNDER 37 CFR §§3.73(b) AND 1.321(b)

Pursuant to 37 CFR §3.73(b), SMITH & NEPHEW, INC., a corporation, certifies that it is the assignee of the entire right, title, and interest in the above application by virtue of:

A chain of title from the inventors of the patent application identified above, to the current assignee as shown below:

1. From the inventors, Gregory J. Roger and Leo A. Pinczewski to Hip Developments International Pty Limited, a copy of which is attached.
2. From Hip Developments International Pty Limited to Hip Developments Pty Limited, a copy of which is attached.
3. From Hip Developments Pty Limited to Smith & Nephew Dyonics, Inc. a copy of which is attached.
4. Certificate of State of Name Change from Smith & Nephew Dyonics, Inc. to Smith & Nephew Endoscopy, Inc., a copy of which is attached.
5. Certificate of State of Ownership and Merger of Smith & Nephew Endoscopy, Inc. into Smith & Nephew, Inc., a copy of which is attached.

The undersigned has reviewed all the documents in the chain of title of the above-identified application and to the best of undersigned's knowledge and belief, title is in the assignee identified above.

CERTIFICATE OF MAILING BY FIRST CLASS MAIL

04/14/2004 MAHMED1 00000046 09657379

02 FC:1814

110.00 DP

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

Date of Deposit

Signature

Typed or Printed Name of Person Signing Certificate

April 6, 2004

Laura Murphy

Laura Murphy

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

Pursuant to 37 CFR §1.321(b), and to obviate a double patenting rejection, the assignee identified above hereby waives and disclaims the terminal portion of the term of the entire patent to be granted upon the above identified application subsequent to the expiration date of U.S. Patent No. 6,235,057, whereby the patent granted on this application and U.S. Patent No. 6,235,057 will expire on the same day, provided that any patent granted on the above identified application shall be enforceable only for and during such period that it is commonly owned with U.S. Patent No. 6,235,057.

The assignee identified above does not disclaim any terminal part of any patent granted on the above identified application prior to the expiration date of the full statutory term of U.S. Patent No. 6,235,057 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR §1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to expiration of its statutory term, except for the separation of legal title as stated above. Assignee herein does not disclaim or otherwise affect any part of U.S. Patent No. 6,235,057.

This disclaimer runs with any patent granted on the above application and is binding upon the grantee, its successors or assigns.

Enclosed is a check for \$110 for the required fee pursuant to 37 CFR §1.20(d).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States

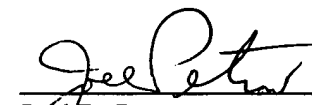
Applicant : Roger et al.  
Serial No. : 09/657,379  
Filed : September 8, 2000  
Page : 3

Attorney's Docket No.: 00167-311002 / 02-31-0344

Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

SMITH & NEPHEW, INC.

Date: 1 APR 04

  
\_\_\_\_\_  
Joel R. Petrow  
Chief Patent Counsel

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# UNITED STATES OF AMERICA—ASSIGNMENT

(1-6) Insert Name(s) of Inventors

- (1) GREGORY JAMES ROGER  
 (2) LEO ARIEH PINCZEWSKI  
 (3)  
 (4)  
 (5)  
 (6)

In consideration of the sum of one dollar (\$1.00), and other good and valuable considerations paid to each of the undersigned, the receipt and sufficiency of which are hereby acknowledged, the undersigned agree(s) to assign, transfer and set over to

(7) Insert Name of assignee

(7) HIP DEVELOPMENTS INTERNATIONAL PTY LTD

(8) Insert Address of Assignee

(8) of 286 Pacific Highway Crows Nest NSW 2065 AUSTRALIA

(9) Insert Legal Entity and State or Country (e.g., a corporation or citizen of Japan)

(9) a CORPORATION of AUSTRALIA

(hereinafter designated as the Assignee) the entire right, title and interest for the United States, its territories, dependencies and possessions, in the invention known as

(10) Insert Identification of Invention, such as Title, Case Number or Foreign Application Number

(10) "Method for anterior cruciate ligament reconstruction"

for which the undersigned has (have) executed an application for patent in the United States of America

(11) Insert Date of Signing of Application, or filing date and Serial No., if known

(11) Said application having been executed/checked on 3 January 1995 (and assigned Serial No. ....)

1) The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing or divisional applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

2) The undersigned agree(s) to execute all papers necessary in connection with any interference which may be declared concerning this application or any continuing or divisional applications thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference.

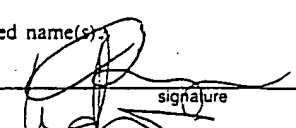
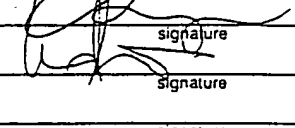
3) The undersigned agree(s) to execute all papers and documents and perform any act which may be necessary in connection with claims or provisions of the International Union for Protection of Industrial Property or similar agreements.

4) The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States patent to the Assignee.

5) The undersigned hereby authorize(s) and request(s) the Commissioner of Patents and Trademarks to issue any and all Letters Patents of the United States resulting from this application or any continuing or divisional applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

6) The undersigned hereby grant(s) the law firm of Jacobson, Price, Holman & Stern, 400 Seventh Street, N.W., Washington, D.C. 20004, the power to insert on this assignment any further identification which may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s):

Date	3 January 1995	Name of Inventor	Gregory James Roger	typed name		signature	(SEAL)
Date	3 January 1995	Name of Inventor	Leo Arie Pinczewski	typed name		signature	(SEAL)
Date		Name of Inventor		typed name		signature	(SEAL)
Date		Name of Inventor		typed name		signature	(SEAL)
Date		Name of Inventor		typed name		signature	(SEAL)
Date		Name of Inventor		typed name		signature	(SEAL)

This assignment should preferably be signed before a United States Consul if signed abroad, or a Notary Public if domestically signed. If not, then the execution by the inventor(s) should be witnessed by at least two witnesses who sign here:

☐ Additional inventor's names and signatures on a separate sheet. Witness \_\_\_\_\_  
 Witness \_\_\_\_\_

LAW OFFICES OF

JACOBSON, PRICE, HOLMAN & STERN

THE JENIFER BUILDING

400 SEVENTH STREET, N.W.

WASHINGTON, D.C. 20004

## ASSIGNMENT OF PATENT APPLICATION

Whereas, HIP DEVELOPMENTS INTERNATIONAL PTY LIMITED, A.C.N. 063 324 649, of 286 Pacific Highway, Crows Nest, New South Wales 2065, Australia, hereinafter referred to as "Assignor", is the owner of the invention described and set forth in the below identified application for United States Letters Patent, by assignment from the inventors:

Title of the Invention: "Method for anterior cruciate ligament reconstruction"  
Filing Date: 24 April 1995  
Serial No: 08/378246

WHEREAS, HIP DEVELOPMENTS PTY LTD, A.C.N. 003 471 850, of 286 Pacific Highway, Crows Nest, New South Wales 2065, Australia, hereinafter referred to as "Assignee", is desirous of acquiring Assignor's interest in the said invention and application and in any U.S. Letters Patent which may be granted on the same;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that, for good and valuable consideration, receipt of which is hereby acknowledged by Assignor, Assignor has sold, assigned and transferred, and by these presents does sell, assign and transfer unto the said Assignee, and Assignee's successors and assigns, all their right title and interest in and to the said invention and application and all future improvements thereon, and in and to any Letters Patent which may hereafter be granted on the same in the United States, the said interest to be held and enjoyed by said Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made, to the full end and term of any Letters Patent which may be granted thereon, or of any division, renewal, continuation in whole or in part, substitution, conversion, reissue, prolongation or extension thereof.

Assignor further agrees that Assignor will, without charge to said Assignee, but at Assignee's expense, cooperate with Assignee in the prosecution of said application and/or applications, execute, verify, acknowledge and deliver all such further papers,

including applications for Letters Patent and for the reissue thereof, and instruments of assignment and transfer thereof, and will perform such other acts as Assignee lawfully may request, to obtain or maintain Letters Patent for said invention and improvement, and to vest title thereto in said Assigned, or Assignee's successors and Assigns.

IN TESTIMONY WHEREOF, Assignors have executed this deed on the date indicated.

DATED this fifteenth of September..... 1995.

The common seal of HIP DEVELOPMENTS )  
INTERNATIONAL PTY LIMITED )  
was hereunto affixed in the )  
presence of: )

*[Signature]*

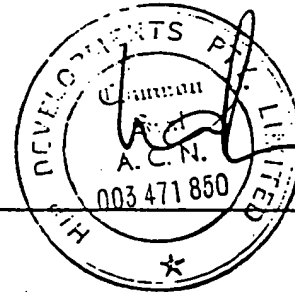
*[Signature]*



The common seal of HIP DEVELOPMENTS )  
PTY LIMITED was hereunto affixed )  
in the presence of: )

*[Signature]*

*[Signature]*



UNITED STATES PATENT ASSIGNMENT

WHEREAS, Hip Developments Pty Limited, ACN 003 471 850, an Australian corporation (hereinafter referred to as "ASSIGNOR"), has invented, acquired or otherwise owns certain inventions relating to surgical apparatus for which applications for Letters Patent have been filed and/or granted as set forth on the attached Annex A; and

WHEREAS, ASSIGNOR wishes to assign such inventions and related Letters Patent and applications therefor to Smith & Nephew Dyonics, Inc., a Massachusetts corporation (hereinafter referred to as "ASSIGNEE"), and ASSIGNEE wishes to accept the assignment of such inventions and related Letters Patent and applications therefor;

NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that ASSIGNOR hereby assigns and transfers to ASSIGNEE the full and exclusive right, title and interest to said inventions and the Letters Patent and the applications for Letters Patent set forth on the attached Annex A and any and all renewals, divisions, continuations, substitutions, extensions or reissues thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

*Jm*

ASSIGNOR further covenants that ASSIGNOR will, upon ASSIGNEE's request, promptly provide to Assignee all pertinent facts and documents relating to said inventions, said Letters Patent, and said applications for Letters Patent, as may be known and accessible to ASSIGNOR; will testify as to the same in any interference or litigation related thereto; and will promptly execute and deliver to ASSIGNEE or its legal representative any and all papers, instruments or affidavits required to maintain and enforce said invention, said Letters Patent and said applications for Letters Patent or which otherwise may be necessary or desirable to carry out the purposes hereof.

HIP DEVELOPMENTS PTY LIMITED,  
ACN 003 471 850,  
an Australian corporation

By:

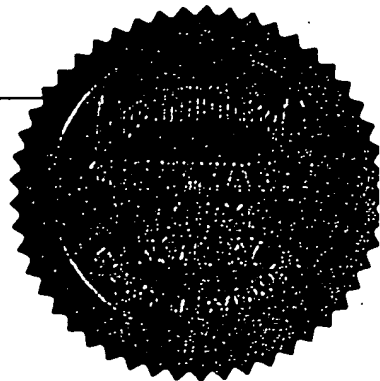
Name: GREGORY JAMES ROGER  
Title: DIRECTOR

County of \_\_\_\_\_ )  
State of New South Wales ) ss.  
Australia

On this 29th day of September, 1995, before me personally appeared GREGORY JAMES ROGER, to me known and known to me to be the a DIRECTOR of Hip Developments Pty Limited, an Australian corporation, ACN 003 471 850, who executed the foregoing instrument, and he acknowledged to me that he executed the same.

John W Martin  
Notary Public

- 2 - JOHN W MARTIN  
B.A. LL.M.  
PUBLIC NOTARY  
NORTH SYDNEY





ANNEX A

1. United States Patent No. 5383876 "Surgical Screw"
  2. United States Patent Application No. 08/378246 "Method for anterior cruciate ligament reconstruction"
- ju*

Exhibitor

SEP 02 1997

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

FEDERAL IDENTIFICATION

NO. 04-611-5442

## ARTICLES OF AMENDMENT

General Laws, Chapter 156B, Section 72

This certificate must be submitted to the Secretary of the Commonwealth within sixty days after the date of the vote of stockholders adopting the amendment. The fee for filing this certificate is prescribed by General Laws, Chapter 156B, Section 114. Make check payable to the Commonwealth of Massachusetts.

We, Charles Federico  
and Ben Parrish

, President/~~XXXXXXXXXX~~  
Clerk/~~XXXXXXXXXX~~

SMITH & NEPHEW DYONICS, INC.

(Name of Corporation)

located at 160 Dascomb Road, Andover, Massachusetts 01810

do hereby certify that the following amendment to the articles of organization of the corporation was duly adopted at a meeting held on \*October 10, 1995, by vote of

shares of \_\_\_\_\_ out of \_\_\_\_\_ shares outstanding,  
(Class of Stock)  
shares of \_\_\_\_\_ out of \_\_\_\_\_ shares outstanding, and  
(Class of Stock)  
shares of \_\_\_\_\_ out of \_\_\_\_\_ shares outstanding,  
(Class of Stock)

being at least a majority of each class outstanding and entitled to vote thereon;<sup>1</sup>  
two-thirds of each class outstanding and entitled to vote thereon, and  
of each class or series of stock whose rights are adversely affected  
thereby;<sup>2</sup>

CROSS OUT  
INAPPLICABLE  
CLAUSE

\*by unanimous written consent of sole shareholder, Smith & Nephew Consolidated, Inc., without a meeting

<sup>1</sup>For amendments adopted pursuant to Chapter 156B, Section 70.

<sup>2</sup>For amendments adopted pursuant to Chapter 156B, Section 71.

Note: If the space provided under any Amendment or item on this form is insufficient, additions shall be set forth on separate sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one Amendment may be continued on a single sheet so long as each Amendment requiring each such addition is clearly indicated.

SEP 02 1997

TO CHANGE the number of shares and the par value, if any, of each class of stock within the corporation fill in the following:

The total presently authorized is:

KIND OF STOCK	NO PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
COMMON			
PREFERRED			

CHANGE the total to:

KIND OF STOCK	NO PAR VALUE NUMBER OF SHARES	WITH PAR VALUE NUMBER OF SHARES	PAR VALUE
COMMON			
PREFERRED			

SEP 02 1997

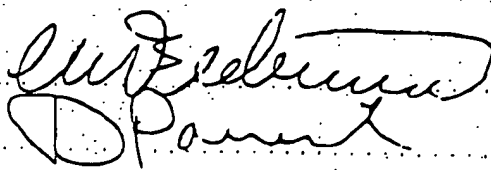
RESOLVED. That the Articles of Organization of this corporation be amended by changing the Article I thereof so that, as amended, said Article shall be and read as follows:

The name of the corporation is:

SMITH & NEPHEW ENDOSCOPY, INC.

The foregoing amendment will become effective when these articles of amendment are filed in accordance with Chapter 156B, Section 6 of The General Laws unless these articles specify, in accordance with the vote adopting the amendment, a later effective date not more than thirty days after such filing, in which event the amendment will become effective on such later date.

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have hereto signed our names this  
10<sup>th</sup> day of October in the year 1995

  
D. Pomeroy

President/~~Vice President~~

Clerk/~~Assistant Clerk~~

742  
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THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF AMENDMENT

(General Laws, Chapter 156B, Section 72)

I hereby approve the within articles of amendment  
and, the filing fee in the amount of \$ NO  
having been paid, said articles are deemed to have

been filed with me this

day of

23<sup>rd</sup>  
OCTOBER

19

95

*William Francis Galvin*  
William Francis Galvin  
Secretary of the Commonwealth

TO BE FILLED IN BY CORPORATION  
PHOTO COPY OF AMENDMENT TO BE SENT

TO:

C T CORPORATION SYSTEM

2 Oliver Street

Boston, Massachusetts 02109

Telephone (617) 482-4420

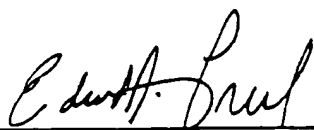
*Office of the Secretary of State*

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"ACUFEX MICROSURGICAL, INC.", A MASSACHUSETTS CORPORATION,  
"SMITH & NEPHEW CASTING, INC.", A DELAWARE CORPORATION,  
"SMITH & NEPHEW DONJOY, INC.", A CALIFORNIA CORPORATION,  
"SMITH & NEPHEW ENDOSCOPY, INC.", A MASSACHUSETTS CORPORATION,

"SMITH & NEPHEW RICHARDS, INC.", A DELAWARE CORPORATION,  
"SMITH & NEPHEW ROLYAN, INC.", A WISCONSIN CORPORATION,  
"SMITH & NEPHEW UNITED, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "SMITH & NEPHEW, INC." UNDER THE NAME OF  
"SMITH & NEPHEW, INC.", A CORPORATION ORGANIZED AND EXISTING  
UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED  
IN THIS OFFICE THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 1996, AT  
10 O'CLOCK A.M.



  
Edward J. Freel, Secretary of State

AUTHENTICATION:

0818065 8100M

DATE:

8288073

971015924

01-16-97

**CERTIFICATE OF OWNERSHIP AND MERGER  
MERGING**

**SMITH & NEPHEW RICHARDS, INC.,**  
a Delaware corporation,  
**SMITH & NEPHEW ENDOSCOPY, INC.,**  
a Massachusetts corporation,  
**SMITH & NEPHEW DONJOY, INC.,**  
a California corporation,  
**SMITH & NEPHEW ROLYAN, INC.,**  
a Wisconsin corporation,  
**SMITH & NEPHEW UNITED, INC.,**  
a Delaware corporation,  
**ACUFEX MICROSURGICAL, INC.,**  
a Massachusetts corporation,  
**AND**  
**SMITH & NEPHEW CASTING, INC.,**  
a Delaware corporation,  
**INTO**  
**SMITH & NEPHEW, INC.,**  
a Delaware corporation

We, P. D. Southworth, the President, and Ben Parrish,  
the Asst. Secretary of SMITH & NEPHEW, INC., DO HEREBY CERTIFY:

**FIRST:** That we are the President and the Asst. Secretary,  
respectively, of this corporation.

**SECOND:** That this corporation was incorporated on the 6th day of November 1975,  
and is existing pursuant to the General Corporation Law of the State of Delaware, the provisions  
of which permit the merger of a subsidiary corporation of another state into a parent corporation  
organized and existing under the laws of said state (including a merger in the manner provided by  
Section 1110 of the California Corporations Code).

**THIRD:** That this corporation owns all of the outstanding shares of the stock of SMITH  
& NEPHEW RICHARDS, INC. ("Richards"), a corporation incorporated on the 10th day of  
April, 1968, pursuant to the General Corporation Law of the State of Delaware, the provisions of  
which permit a merger in the manner provided by Section 1110 of the California Corporations  
Code.

**FOURTH:** That this corporation owns all of the outstanding shares of the stock of  
SMITH & NEPHEW ENDOSCOPY, INC. ("Endoscopy"), a corporation incorporated on the

11th day of May, 1964, pursuant to the Business Corporation Law of the State of Massachusetts, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

**FIFTH:** That this corporation owns all of the outstanding shares of the stock of SMITH & NEPHEW DONJOY, INC. ("DonJoy"), a corporation incorporated on the 28th day of December, 1982, pursuant to the Corporations Code of the State of California.

**SIXTH:** That this corporation owns all of the outstanding shares of the stock of SMITH & NEPHEW ROLYAN, INC. ("Rolyan"), a corporation incorporated on the 30th day of January, 1967, pursuant to the Business Corporation Law of the State of Wisconsin, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

**SEVENTH:** That this corporation owns all of the outstanding shares of the stock of SMITH & NEPHEW UNITED, INC. ("United"), a corporation incorporated on the 14th day of April, 1986, pursuant to the General Corporation Law of the State of Delaware, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

**EIGHTH:** That this corporation owns all of the outstanding shares of the stock of ACUFEX MICROSURGICAL, INC. ("Acufex"), a corporation incorporated on the 13th day of November, 1985, pursuant to the Business Corporation Law of the State of Massachusetts, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

**NINTH:** That this corporation owns all of the outstanding shares of the stock of SMITH & NEPHEW CASTING, INC. ("Casting"), a corporation incorporated on the 5th day of June, 1996, pursuant to the General Corporation Law of the State of Delaware, the provisions of which permit a merger in the manner provided by Section 1110 of the California Corporations Code.

**TENTH:** That this corporation, by the following resolutions of its Board of Directors, duly adopted by the unanimous consent of its members, filed with the minutes of the Board on the 26th day of November, 1996, pursuant to Sections 141(f) and 253 of the General Corporation Law of the State of Delaware, as amended, determined to and, effective as of November 30, 1996, did merge into itself said Richards, Endoscopy, DonJoy, Rolyan, United, Acufex and Casting, and assumed all of their obligations.

**WHEREAS,** the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, \$100 par value per share, of Smith & Nephew Richards, Inc., a Delaware corporation ("Richards Common Stock"), and such Richards Common Stock is the only issued and outstanding class of stock of Smith & Nephew Richards, Inc. ("Richards");



**WHEREAS**, the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, \$1.00 par value per share, of Smith & Nephew Endoscopy, Inc., a Massachusetts corporation ("Endoscopy Common Stock"), and such Endoscopy Common Stock is the only issued and outstanding class of stock of Smith & Nephew Endoscopy, Inc. ("Endoscopy");

**WHEREAS**, the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, without par value, of Smith & Nephew DonJoy, Inc., a California corporation ("DonJoy Common Stock"), and such DonJoy Common Stock is the only issued and outstanding class of stock of Smith & Nephew DonJoy, Inc. ("DonJoy");

**WHEREAS**, the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, \$0.10 par value per share, of Smith & Nephew Rolyan, Inc., a Wisconsin corporation ("Rolyan Common Stock"), and such Rolyan Common Stock is the only issued and outstanding class of stock of Smith & Nephew Rolyan, Inc. ("Rolyan");

**WHEREAS**, the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, \$100 par value per share, of Smith & Nephew United, Inc., a Delaware corporation ("United Common Stock"), and such United Common Stock is the only issued and outstanding class of stock of Smith & Nephew United, Inc. ("United");

**WHEREAS**, the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, \$1.00 par value per share, of Acufex Microsurgical, Inc., a Massachusetts corporation ("Acufex Common Stock"), and such Acufex Common Stock is the only issued and outstanding class of stock of Acufex Microsurgical, Inc. ("Acufex");

**WHEREAS**, the Corporation is the legal and beneficial owner of all of the outstanding shares of Common Stock, without par value, of Smith & Nephew Casting, Inc., a Delaware corporation ("Casting Common Stock"), and such Casting Common Stock is the only issued and outstanding class of stock of Smith & Nephew Casting, Inc. ("Casting"); and

**WHEREAS**, this Board of Directors has reviewed the Plan of Merger attached to these minutes and determined that the merger of Richards, Endoscopy, DonJoy, Rolyan, United, Acufex and Casting (collectively, the "Named Subsidiaries") into the Corporation and the other transactions contemplated by the Plan of Merger are in the best interests of the Corporation.

**NOW, THEREFORE, BE IT RESOLVED**, that this Board of Directors hereby approves and adopts the Plan of Merger, including all attachments thereto, pursuant to (i) Section 253 of the General Corporation Law of the State of Delaware, (ii) Section 82 of the Business Corporation Law of the State of Massachusetts, (iii) Section 1110 of the California Corporations Code and (iv) Section 180.1104 of the Business Corporation Law of the State of Wisconsin.

[THE EXHIBITS TO THE PLAN OF MERGER HAVE BEEN  
INTENTIONALLY OMITTED FROM THIS CERTIFICATE]

**FURTHER RESOLVED**, that, effective as provided in the immediately succeeding resolution, the Corporation shall merge into itself the Named Subsidiaries and assume all of their obligations.

**FURTHER RESOLVED**, that this Board of Directors hereby approves the merger of the Named Subsidiaries with and into the Corporation in accordance with the Plan of Merger, effective as of November 30, 1996, or such other date as shall be determined by the officers of the Corporation.

**FURTHER RESOLVED**, that the President or any other officer of the Corporation be and each hereby is authorized to make and execute (i) a Certificate of Ownership and Merger in the form attached as Exhibit E to the Plan of Merger and to cause the same to be filed with the Secretary of State of each of the States of Delaware and California, and (ii) Articles of Merger in the form attached as Exhibit G to the Plan of Merger and to cause the same to be filed with the Secretary of State of the State of Wisconsin, and to do all acts and things whatsoever, whether within or without the State of Delaware and the State of California, which may be in any way necessary or desirable to effect said merger and all other transactions contemplated by the Plan of Merger.

**FURTHER RESOLVED**, that the President or any Vice President and the Secretary or any Assistant Secretary of the Corporation be and each hereby is authorized to make and execute Articles of Merger in the form attached as Exhibit E to the Plan of Merger and to cause the same to be filed with the Secretary of State of the State of Massachusetts, and to do all acts and things whatsoever whether within or without the State of Delaware, which may be in any way necessary or desirable to effect said merger and all other transactions contemplated by the Plan of Merger.

**FURTHER RESOLVED**, that the Corporation, as the sole shareholder of each of the above-named subsidiaries, waives the mailing requirement imposed by Section 180.1104 of the Business Corporation Law of the State of Wisconsin.

**FURTHER RESOLVED**, that the officers of the Corporation and each of them, be, and they hereby are, authorized and directed to execute and deliver all certificates and other instruments and to do or cause to be done any and all acts and things as may be necessary or desirable to carry out the purposes of the foregoing resolutions.

**ELEVENTH:** This Certificate shall be effective as of November 30, 1996.

Each of the undersigned declares under penalty of perjury that the statements contained in the foregoing certificate are true of their own knowledge. Executed at Memphis on this 26<sup>th</sup> day of November, 1996.

SMITH & NEPHEW, INC.

By: P. S. S. Smith  
Its: President

By: Daniel  
Its: Asst. Secretary